

**Memorandum of Understanding Between
Lower Brule Sioux Tribe Wildlife, Fish and Recreation Department and
South Dakota Department of Game, Fish and Parks**

I. EXISTENCE AND PURPOSE.

This Memorandum of Understanding (MOU) is hereby entered into this 1ST day of November, 2016, by and between the Lower Brule Wildlife, Fish and Recreation Department (LBWFR) and the South Dakota Department of Game, Fish and Parks (SDGFP) to provide guidance and memorialize collaboration between these parties to facilitate and enhance management of shared natural resources occurring in Lyman and Stanley Counties of South Dakota.

The purpose of this MOU is to formalize cooperative efforts by the Lower Brule Wildlife, Fish and Recreation Department and South Dakota Department of Game, Fish and Parks where mutual interest exists to conduct collaborative operations. Collaborative operations between the parties may include, but not be limited to the following: conducting and sharing wildlife surveys, developing big game and small game harvest season recommendations, communicating wildlife and fisheries resource management concerns and conducting predator/nuisance animal control activities conducted in effort to safeguard domestic livestock operations.

II. PARTIES. The Parties to this MOU include:

- A. The Lower Brule Wildlife, Fish and Recreation Department is a wildlife management and law enforcement department under the umbrella of the Lower Brule Sioux Tribe. LBWFR exercises tribal jurisdiction of game management and law enforcement on Indian Country lands and waters, excluding the Missouri River, within the Lower Brule Indian Reservation of Lyman and Stanley counties in South Dakota.
- B. The South Dakota Department of Game, Fish and Parks is an executive agency of the State of South Dakota charged to perpetuate, conserve, manage, protect, and enhance South Dakota's wildlife resources, parks, and outdoor recreational opportunities for the use, benefit, and enjoyment of the people of South Dakota and its visitors, and to give the highest priority to the welfare of this state's wildlife and parks, and their environment, in planning and decisions. SDGFP exercises state jurisdiction of game management and law enforcement on deeded properties and waters throughout the State of South Dakota.

III. TERMS. The terms of this MOU include:

- A. The parties agree to work cooperatively to conduct wildlife surveys, management and research projects when mutual interest exists and to share information to assist in effectively managing shared big game, small game, and non-game populations.
- B. The parties will work together when appropriate to control predator or nuisance animals.
 - i). The SDGFP Wildlife Damage Specialist conducting predator control work or designee shall notify LBWFR when aerial predator operations will be conducted within, and adjacent to, the Lower Brule Reservation boundaries.

ii). Both parties shall share annual reports identifying animal control work conducted within the reservation boundaries with locations, the number of animals taken, and methods used.

C. The parties agree to work cooperatively when possible to communicate and coordinate wildlife law enforcement operations.

D. SDGFP may make available various training opportunities to LBWFR personnel when opportunity exists to do so and when mutually agreed upon.

E. SDGFP in cooperation with LBWFR may transplant wildlife and fisheries resources to the Lower Brule Indian Reservation to bolster existing populations where biologically justified and mutually agreed upon.

G. The parties will communicate regularly and conduct meetings as necessary to discuss various collaborative activities.

H. Either party that provides assistance pursuant to a request under this MOU may withdraw that assistance at any time if it determines, in its sole discretion, that continuing to provide that assistance would leave it inadequate resources to preserve the health, safety, and welfare of its citizens or is otherwise unable to provide the requested assistance.

I. Nothing in this MOU shall constitute a waiver or abrogation by either party of its sovereign immunity or any statutory immunity.

J. Nothing in this MOU shall constitute a waiver or diminishment by either party of any standing hunting and fishing rights.

K. This MOU is not a commitment of funds by the State of South Dakota, or its agencies.

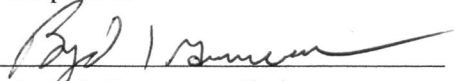
L. This MOU is not a commitment of funds by the Lower Brule Sioux Tribe, or its departments.

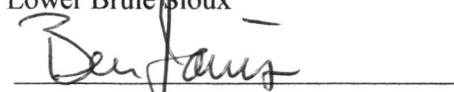
IV. MOU DURATION


A. This MOU shall be in effect from and after the date of its execution by both parties.

B. This MOU may be terminated by either party, upon providing at least thirty days (30) days written notice of said termination to the other party.

IN WITNESS THEREOF, this Memorandum of Understanding is hereby agreed to and signed by the parties:


Boyd I. Gourneau, Chairman
Lower Brule Sioux


Ben Janis, Director
Lower Brule Sioux Tribe Wildlife,
Fish and Recreation Department


Kelly Hepler, Cabinet Secretary
SD Department of Game, Fish & Parks